



GSA Office of Property Disposal

Auction
U. S. Government Property

Chicora Tank Farm

Charleston Naval Base and Shipyard



North Charleston, South Carolina

Auction Date
July 14, 2004

Invitation For Bids

**Chicora Tank Farm
Chicora Ave. And Clements Ave.
North Charleston, SC 29405
4-N-SC-0603**

23.90 acres - Residential and Commercial Land

Public Auction:

Date:	Wednesday, July 14, 2004 at 10:00 AM
Location:	On-site
Bid Deposit:	\$10,000 in certified funds or cashier's check endorsable to the U. S. General Services Administration is required for registration.
Terms:	Earnest Money Deposit must equal 10% of Bid Price within ten (10) days after the bidding. All Cash, As-Is. Balance due in 45 Days from acceptance of the bid.
Property Inspection:	A GSA representative will be on site for information and tours of the facility: June 16th, 2004 from 10:00 AM To 3:00 PM and June 17th, 2004 from 10:00 AM To 3:00 PM and July 13th, 2004 from 10:00 AM To 3:00 PM
Property Description:	Approximately 23.90 acres fee. The site is improved with a retention pond and three above ground structures. The structures are Buildings 3906Q, 3906R and 3906S. Building 3906Q Operational Storage was formerly used for miscellaneous storage. Buildings 3906R and 3906S, Transformer Vault, which are currently non-operational, were formerly used to provide electricity to storage tanks (now demolished above grade.)
Directions:	From downtown Meeting Street, Charleston, South Carolina, take I-26 North towards Columbia and Mt. Pleasant South Carolina. At exit 218, turn right onto ramp toward Spruill Avenue. Turn left onto Spruill Avenue. Turn left onto Clements Avenue and travel to Chicora Avenue. The property is on the south side of Chicora Avenue and the north side of Clements Avenue. The site is approximately 5.6 miles from downtown Charleston, South Carolina.

For more information, contact Ernest Cooper at 404-331-2368 or by email at ernest.cooper@gsa.gov

Terms of Sale

1. Term - Invitation To Bids

The term "Invitation for Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

2. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE BIDDER.

All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to all existing reservations, restrictions, easements, assessments, rights, and covenants, recorded or unrecorded, for public roads, highways, railroads, electrical lines, pipelines, drainage, and public utilities.

3. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 30 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 30 days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all offers. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the address indicated in the bid documents.

6. Contract

The "Invitation for Bid(s)" and Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party

shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

7. Tender of Payment and Delivery of Instrument of Conveyance

The Purchaser shall on a mutually agreeable date not later than 45 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

9. Delayed Closing

The Purchaser will pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

11. Documentary Stamps, Cost of Recording and Adjustments

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the purchaser's expense.

12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

14. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

Instructions to Bidders

1. Registration of Bidders

Each prospective bidder is required to register with a bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation For Bids"(IFB).

2. Bid Deposit

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the amount of \$10,000 in the form of certified funds or a cashier's check endorsable to the General Services Administration. The bid deposit of the high bidder shall be applied toward payment of the purchase price.

3. Bid Form (Offer to Purchase)

The successful bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

4. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his/her Power of Attorney or other evidence of his/her authority to act on behalf of the bidder.

A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed and presented at registration. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

B. Partnership. If the bidder is a partnership, and all partners sign the bid form, with a notation that they are all the partners, the Government will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid form, then their names (except limited partners) must be listed on the bid form. The Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Legal Description

CHICORA TANK FARM 23.90 Acres

All that certain tract or parcel of land situate, lying and being in St. Philip's and St. Michael's Parish, in the City of North Charleston, County of Charleston, State of South Carolina, and more particularly described as follows:

BEGINNING at a concrete monument for the intersection of the easterly line of U.S. Route 52 (Carner Ave.) and the northerly line of Clements Ave.;

THENCE N 34° 46' 40" W along the easterly line of U.S. Route 52 (Carner Ave.) for 1138.40' to a concrete monument;

THENCE N 55° 13' 20" E for 414.38' to a concrete monument;

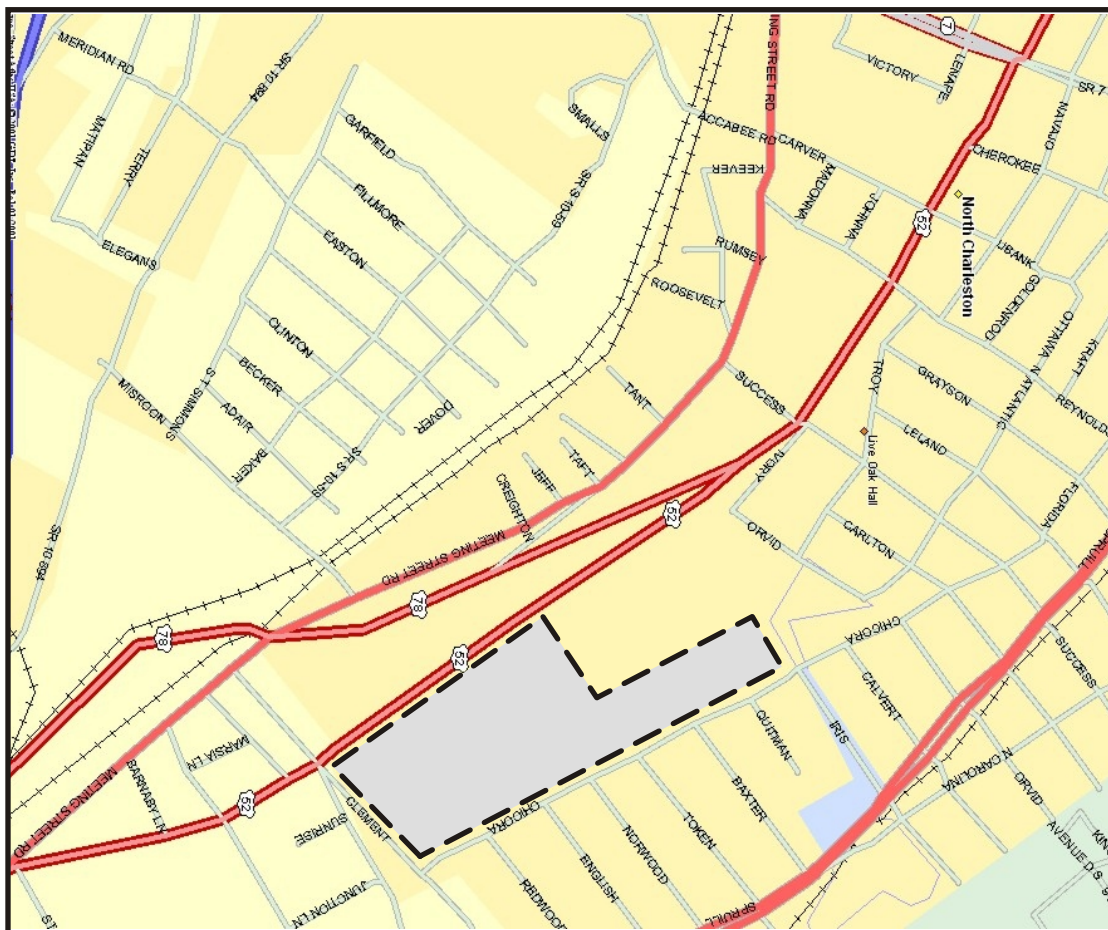
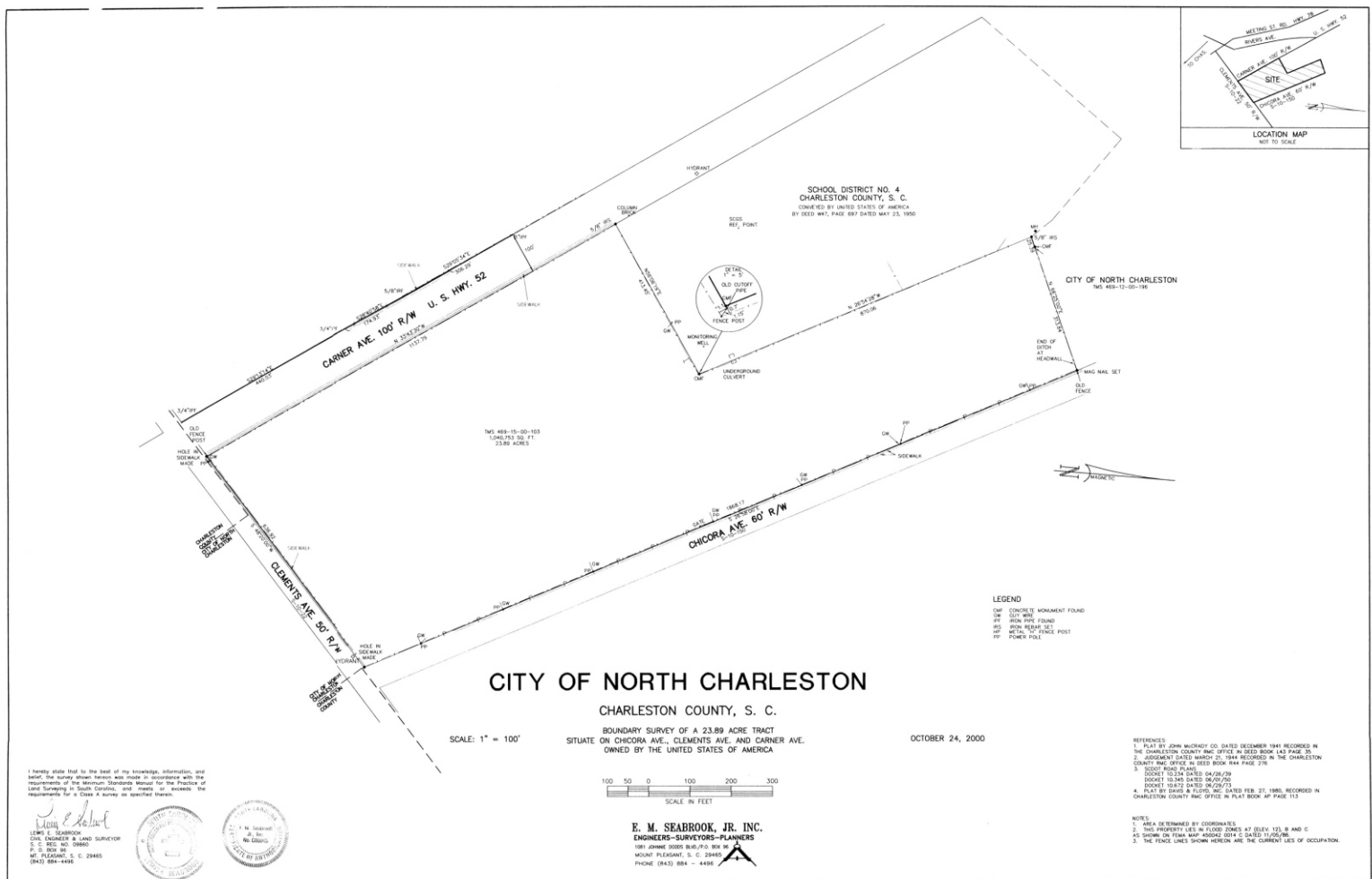
THENCE N 28° 00' 56" W for 871.20' to a concrete monument;

THENCE N 65° 22' 04" E for 340.59' to a concrete monument on the westerly line of Chicora Ave.;

THENCE S 28° 00' 56" E along the westerly line of Chicora Ave., for 1868.52' to a concrete monument at the intersection of the northerly line of Clements Ave.;

THENCE S 47° 17' 04" W along the northerly line of Clements Ave., for 636.92' to the POINT OF BEGINNING, containing 23.90 acres, more or less.

Chicora Tank Farm Site Map and Location Map



Special Terms and Conditions

PROPERTY DESCRIPTION

The Navy originally acquired the Subject Property in four separate parcels, with the first parcel being acquired in December 1941; two additional parcels being acquired in December 1943 and the last parcel being acquired in March 1944. Nine structures including five bulk storage ("cut and cover") aboveground storage tanks (ASTs) and a storm water retention pond were constructed and used on the Subject Property while it was operational. As reflected in the following table only the retention pond and three above ground structures (Buildings 3906Q, 3906R and 3906S) remain on the property. Appendix E to the Environmental Baseline Survey for Transfer (EBST)

provides a legal description on the property.

PAST USE AND REUSE:

Prior to its acquisition, the Subject Property consisted of both open land and developed land used for residential purposes. In 1943, the Navy demolished and removed all the existing structures and erected the six ASTs which have now been partially demolished to facilitate future reuse. Historical usage of the Subject Property was for the bulk storage of diesel fuel and fuel oils for use by the Naval ships and submarines, which visited or were stationed at the Charleston Naval Base and Naval Weapons Station.

Chicora Tank Farm Buildings/Facilities

Facility Number	Buildings/Facility Description	PastUse	Current Status
3906K	2,128,000-gal, AST	Diesel Fuel Storage	Cleaned / partially demolished*
3906L	2,130,000-gal, AST	Diesel Fuel Storage	Cleaned / partially demolished*
3906M	2,132,000-gal, AST	Ship Fuel Oil Storage	Cleaned / partially demolished*
3906N	2,126,000-gal, AST	Ship Fuel Oil Storage	Cleaned / partially demolished*
3906O	1,153,000-gal, AST	Ballast/Sludge Storage	Cleaned / partially demolished*
3906P	2,128,000-gal, AST	Diesel Fuel Storage	Cleaned / partially demolished*
3906Q	Operational Storage	Miscellaneous Storage	Empty Building remains
3906R	Transformer Vault	Provided Electricity to Tanks 3906M, N, and O	Non-operational-Building remains
3906S	Transformer Vault	Provided Electricity to Tanks 3906K, L, and P	Non-operational-Building remains
3920	Retention Pond	Collected Storm water run-off and French Drain System discharge	Remains still operational

* Note: Partial demolishment means that the above grade portions of these tanks were demolished and resulting debris placed into the remaining below grade portions of these structures and the surrounding areas re-graded to match adjacent property elevations. Figure 3-1 in the EBST reflects the approximate locations of all underground fuel distribution piping left in place.

Special Terms and Conditions, continued

ENVIRONMENTAL FINDINGS:

All available information concerning the past storage, release or disposal of hazardous substances and/ or petroleum products on the Subject Property as collected through record searches, aerial photographs, personnel interviews and on-site visual inspections are contained in the attached EBST. The following summarizes those findings.

A. Hazardous Substance Contamination:

Three Areas of Concern (AOCs 645, 646, and 647) had previously been identified on the property based upon the potential that hazardous substances might have been released into the environment from prior hazardous material storage in /building 3906Q and the presence of electrical transformers in Buildings 3906R and 3906S. However, subsequent site investigations including site visits conducted in 1999 revealed no evidence of hazardous substance contamination at any of the three AOCs although petroleum contamination associated with a former heating oil tank was discovered at AOC 646. The State (HHEC) concurs that No Further Action is necessary in connection with these 3 sites under existing State Hazardous Waste Regulations. The petroleum contamination found was addressed through the state underground storage tank (UST) program.

B. Storage Tanks and Petroleum Contamination

Petroleum contamination in soils attributable to a leaking 12,000-gallon underground storage tank (UST) for heating oil storage at Building 3906Q (AOC 646) was discovered and fully remediated. Naphthalene was also discovered in groundwater on concentrations slightly exceeding State Risk-based screening levels (RBSLs) in three separate locations. It is believed these releases came from valves associated with underground fuel distribution lines. The Navy will continue with corrective action according to the approved Corrective Action Plan and a Memorandum of Agreement (MOA) executed between the Navy and the South Carolina Department of Health and Environmental Control (SCDHEC) until sampling results indicate that the Naphthalene is at or below acceptable levels.

Given the presence of petroleum contamination remaining at the site the property is classified as 2 / Blue according to the Environmental Condition of Property Categories which are provided in the below chart. The below listed environmental condition of property categories were developed jointly by representatives from the Office of the Secretary of Defense, the Military Service, the United States Environmental Protection Agency and California Environmental Protection Agency to describe the environmental condition of excess Department of Defense property. After an analysis of all available data, each parcel can be classified into one of the following seven categories.

Environmental Condition of Property Categories

Category Number	Map Color	Category Description
1	White	Areas where no release of disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).
2	Blue	Areas where only release or disposal of petroleum products has occurred.
3	Light Green	Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.
4	Dark Green	Areas where release, disposal, and/or migration of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken.
5	Yellow Areas	Where release, disposal, and/or migration of hazardous substances has occurred, removal and/or remedial actions are underway, but all required remedial actions have not yet been taken.
6	Red Areas	Where release, disposal, and/or migration of hazardous substances has occurred, but required response actions have not yet been implemented
7	Grey	Areas that are unevaluated or require additional evaluation.

Special Terms and Conditions, continued

Use Restrictions:

Restrictions will be placed on the use of groundwater for drinking or irrigation on the site until monitoring indicates that petroleum contamination (naphthalene) is below risk based corrective action levels as established by SCDHEC for residential use. No other future use restrictions are recommended for the subject property. The subsequent owner should be aware that the lower half of the concrete tank and associated distribution piping remains below the subsurface which may inhibit major construction on the site. No restrictions on use of the property were specified as conditions for the Construction, Demolition and Debris waiver.

Other Environmental Aspects:

Lead Based Paint (LBP)

It is likely that all buildings/facilities on the Subject Property constructed before 1980 were painted with lead-based paint, and exposed metal components on any structures built before 1990 were painted with lead-based paint primers. Remaining buildings 3906Q, 3906R and 3906S are non-residential structures and as such not subject to federal law governing notices concerning or abatement of LBP hazards in target housing. The LBP Hazards Acknowledgment Form is enclosed.

Hazardous Substance Notice:

Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) requires that the deed(s) transferring the Subject Property provide notice as to those hazardous substances which are known, based upon a complete search of agency files, to have been stored for one year or more, released or disposed of on the property and all response actions taken to date to address such contamination. Although no releases are known to have occurred on the property, storage of certain hazardous substances did take place. This information is summarized in Exhibit A attached to the FOST (Finding of Suitability to Transfer) Detailed information concerning all petroleum related response actions taken to date may be found in those documents that make up the Administrative Record for the Charleston Naval Complex and Chicora Tank Farm.

CERCLA Covenants:

Section 120(h)(3)(A) of CERCLA requires that any deed transferring the federal property contain a

covenant warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the property has been taken before the date of transfer.

Section 120(h)(3) of CERCLA requires that any deed transferring the federal property contain a covenant warranting that any additional remedial action found to be necessary after the date of transfer shall be conducted by the United States.

CERCLA Access Clause:

Section 120(h)(3) of CERCLA requires that any deed(s) transferring the federal property contain a clause granting to the United States, its officers, agents, employees, contractors, and subcontractors the right to enter upon the transferred property in any case which remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct tests, investigations, 5 year reviews, and surveys, including, where necessary, drilling, test pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or remedial action as required or necessary including, but not limited to monitoring wells, pumping wells and treatment facilities. Such right shall also include the right to remove, abandon or disassemble any equipment or monitoring wells for response or remedial action that are no longer needed. Pursuant to the aforementioned MOA executed between the Navy and SCDHEC, the Navy will incorporate a right of access into the transfer deed so as to allow SCDHEC to inspect those petroleum sites where corrective actions are continuing. These access rights are in addition to those granted to federal, state, and local authorities under applicable environmental laws and regulations.

Land and/or Groundwater Restrictions:

In order to protect human health and the environment, the following general land and/or groundwater use restrictions will be incorporated into the deed(s) and /or transfer agreement, which shall affect the transfer of the Subject Property. These restrictions will also ensure that ongoing as well as necessary future environmental investigations and remedial activities at, or adjacent to the Subject Property will not be disrupted. These restrictions will remain in the deed until such time that the groundwater monitoring determines the contamination is below levels of concern for residential use. The Navy will notify the then current landowner as soon as this occurs.

Special Terms and Conditions, continued

The transferee, its successors and assigns will be prohibited from extraction or use of groundwater on the property unless prior approval is obtained from the Navy and SCDHEC.

The transferee, its successors and assigns will be prohibited from installing groundwater monitoring or extraction wells for any purpose without the prior written approval from the Navy and SCDHEC.

The transferee, its successors and assigns will be prohibited from unreasonably interfering with any future environmental investigation or remedial activities to be undertaken by Navy on the property.

The transferee, its successors and assigns will be prohibited from activities, which may jeopardize or negatively impact the protectiveness of those site remedies which the Navy has implemented on the property.

The transferee, its successors and assigns will be required to protect the integrity of any existing and all future groundwater monitoring or extraction wells to be installed by the Navy until such wells are no longer

needed for environmental investigation or remediation purposes, as determined by the Navy in consultation with SCDHEC.

Pursuant to the MOA executed between the Navy and SCDHEC, the transfer deed(s) will provide that both this restriction and the aforementioned groundwater use restriction will insure to the benefit of SCDHEC so that the Department may also enforce the same.

Transferee Indemnification:

The Federal government shall hold harmless, defend and indemnify the recipient of the subject property and any future successors, assignees, transferees, lenders, or lessees from suit, demand, cost or liability arising out of any claim for personal injury or subject property damage that may result from, or be predicted upon, the release or threatened release of any hazardous substance, petroleum product and derivative, pollutant or contaminant resulting from Department of Defense activities on the Subject Property subject to the conditions specified in, and to the extent authorized by Section 330 of Public Law 102-484.

Offer To Purchase Government Real Property

PUBLIC AUCTION

Offer To Purchase Government Real Property To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty calendar days after the date of the auction, to purchase the property described as:

**Chicora Tank Farm
Charleston Naval Base and Shipyard
North Charleston, South Carolina
4-N-SC-0603**

Amount of Bid: _____ Bid Deposit: **\$10,000** _____ received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):

Bidder is: (check one) ☐ Individual ☐ Partnership ☐ A Trustee ☐ A Corporation

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Signature: _____

Signer's Name & Title (type or print): _____

Certificate Of Corporate Bidder

I, _____ certify that I am

(Secretary or other Official Title)
of the Corporation named as bidder herein,
that _____ who signed this Offer To Purchase on behalf of the
(Name)
bidder was then _____ of said Corporation; that said
(Official Title)

Offer To Purchase was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer/Secretary)

(Signature of President/Vice-President)

CORPORATE SEAL

U.S. General Services Administration
PBS, Property Disposal Division (4PR)
401 West Peachtree Street, Suite 2528
Atlanta, Georgia 30308-2550
Official Business
Penalty for Private Use, \$300

Public Auction Wednesday, July 14, 2004

**Chicora Tank Farm
Charleston Naval Base and Shipyard
Chicora Avenue and Clements Avenue
North Charleston, South Carolina 29405**



**Selling on behalf of the
United States Navy**

For additional information, please call Ernest Cooper at (404) 331-2368
or email ernest.cooper@gsa.gov

*For information and pictures, please check the Property Disposal
website on the Internet at <http://propertydisposal.gsa.gov/property>*